



James City County Purchasing Office  
101-F Mounts Bay Road, Suite 300  
Williamsburg, VA 23185  
Phone: (757) 253-6647  
Fax: (757) 253-6753  
Email: [wendy.wiggs@jamestownva.gov](mailto:wendy.wiggs@jamestownva.gov)

**JAMES CITY COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS  
15-6966**

---

**Title:** Little Creek Park Operations & Management Lease

**Issue Date:** May 1, 2015

**Due Date:** May 29, 2015, No Later than 2pm, local time at the Purchasing Office

**Submit:** One (1) Original (clearly marked as such) and three (3) copies

**Inquiries:** Questions pertaining to this project should be directed to Wendy Wiggs, Purchasing Specialist. Email: [wendy.wiggs@jamestownva.gov](mailto:wendy.wiggs@jamestownva.gov) no later than 12:00pm on May 15, 2015.

---

**This public body does not discriminate against faith-based organizations.**

---

In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named below.

My signature on this solicitation constitutes that I or my designated representative have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the County. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES ( ) NO ( )

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) is set forth below. (Additional sheet may be added if necessary.)

---

---

---

---

Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.** If Proprietary information is stated, Offerors shall submit One (1) Original and One (1) Redacted copy (removing any proprietary data or material). Clearly identify on the Cover Sheet the "Original" and "Redacted" copy, as "Redacted Copy of Original Proposal" RFP# 15-6966

## **15-6966 Request for Proposal**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgement Receipt of Addendums: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**\*State Corporation Commission Requirement per the Virginia Public Procurement Act, VPPA:**

**\*SCC Requirement per the Virginia Public Procurement Act, VPPA:**

**§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.**

*A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.*

*B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.*

*C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.*

*D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this*

*chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.*

*E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.*

**CERTIFICATION OF COMPLIANCE WITH § 22.1-296.1 OF THE CODE OF VIRGINIA, 1950, AS AMENDED.**

I, \_\_\_\_\_, a duly authorized representative and officer of \_\_\_\_\_ (Contractor's name), in accordance with § 22.1-296.1 the Code of Virginia, 1950, as amended, hereby certifies that the employees, subcontractors, partners, and representatives who will be in direct contact with students (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) have not been convicted of a crime of moral turpitude. For the purposes of this certification, "direct contact with students" is defined as "being in the presence of students during regular school hours or during school-sponsored activities."

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Williamsburg-James City County Public School Division shall not be liable for materially false statements regarding the certifications required by the Code of Virginia. The contractor is responsible for ensuring that each of its employees, subcontractors, partners, and representatives who will be in direct contact with students have [also executed a copy of this certification agreement] and shall maintain such certifications on file for the duration of the contract period.

I understand that I am required to update this certification if I become aware of changed circumstance.

I do understand the above information and certify that the above statements are true.

\_\_\_\_\_  
(Contractor's Authorized Office – Signature)

\_\_\_\_\_  
(Contractor's Authorized Officer – Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:**

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**\*\*\*SUBMIT ALL PAGES OF COVER SHEET WITH PROPOSAL\*\*\***

**JAMES CITY COUNTY  
REQUEST FOR PROPOSALS 15-6966  
LITTLE CREEK PARK OPERATIONS & MANAGEMENT LEASE**

**I. Purpose**

James City County is requesting proposals from qualified vendors to provide concessionaire/operational services and personnel for Little Creek Reservoir Park under a contract agreement. Little Creek Reservoir Park is located at 180 Lakeview Road in James City County, Virginia. Situated on a 996 acre reservoir owned by Newport News Waterworks, the park offers year round fishing, boating, shelter rentals, boat rentals, and concessions.

This Request for Proposal is intended to solicit responses from qualified firms or individuals interested in and capable of performing the operational services outlined herein. James City County desires to negotiate an initial 1 year contract to begin July 1, 2015. If mutually agreeable to the parties, the contract may be extended for a longer term.

Little Creek Reservoir Park is accessible for viewing. Interested individuals should coordinate site visits with the Project Manager, Jerrod Hurr, James City County Parks and Recreation Coordinator at 757-259-5364.

**II. Scope of Work**

**2.1 Concessionaire/Operations**

The management services being requested will include, but not be limited to the following:

\*Develop an operational plan for James City County's approval. The initial plan should cover continued operations of the park and include actual and/or proposed programs to be conducted on site for a period of one year, and maintain scheduled operating hours (Attachment B). The Owner is interested in recommendations and long range operational and development plans that would improve the operation of the park as a community asset.

\*Employ staff sufficient in number to manage day to day operations of the park. Contractor shall completely supervise and direct operations of the park and shall enforce safe operation and responsible use of infrastructure including park office, piers, and rental equipment. At no time shall the park be left unattended during operational hours. Gate must be locked during non-operating hours. The contractor shall commit that any staff identified in its proposal will actually perform the assigned work. Any staff substitution must have prior approval by the County.

\*Contractor must adhere to the James City County Parks and Recreation Public Facilities Rules and Regulations (Attachment B).

\*Collect and count all park fees to include launch fees, rental fees, and concession take. Fees may be amended during the term of the agreement at the sole discretion of the Owner. Parks and Recreation will continue to manage and collect fees for all shelter rentals. Contractor will be responsible for changing shelter rental signage when a shelter is reserved.

\*Maintain a book of accounts and records of all operations and establish a system of bookkeeping in a manner consistent with generally accepted accounting practices according to the American Institute of Certified Public Accountants.

\*Maintain, manage and provide credit and/or charge card capabilities with at least two major credit card

companies for use by park patrons as payment for services/rentals.

\*Develop a list of concessionaire items to be sold and submit for County approval. The sale of tobacco products and alcohol are prohibited.

\*Perform daily safety and maintenance inspections. Promptly (within 24 hours) report all safety concerns and repair needs to the Owner (verbally with written follow up). The Owner will provide maintenance and inspection forms to the contractor for daily inspections and maintenance records.

\*Provide a monthly report to the owner that details occupancy/utilization figures, revenues, customer satisfaction surveys, accident and incident reports, safety/maintenance issues and inspections to include outcome and work completed by Contractor in addition to any other information and recommendations relevant to the operation and management of the park. Monthly report must be submitted to the Owner on the 5<sup>th</sup> working day of each month after month end. Reports should be simplistic and concise.

\*All staff provided by the contractor will be employees of the contractor and independent of the owner. The contractor will be responsible for, without limitation, compensation and required tax withholding, worker's compensation insurance, training, hiring, firing, background checks and any uniforms for all contractor's employees. List of current employees shall be included in the monthly report submitted to the Owner and shall include background checks on new hires.

## **2.2 Maintenance of Park**

\*Contractor shall clear park of trash on a daily basis, and remove to the County provided dumpster. The Contractor will supply trash bags and dogi-pot bags.

\*Bathrooms shall be cleaned by the contractor on a daily basis.

\*Sidewalks shall be kept free of debris and leaves on a daily basis.

\*Contractor shall regularly inspect the decks and bridges for loose or raised nails, and make any necessary repairs. Individual deck boards should also be replaced as needed for safe operations. Owner will provide materials to the Contractor to perform repairs to building and structures, to include painting, minor repairs to roof and interior or exterior repairs, and plumbing fixture replacements. Must be agreed upon by Project Manager, Jerrod Hurr, prior to and in consultation with the Department of General Services.

\*Contractor shall inspect the playground for trash and debris on a daily basis, and rake the play surface as needed. The County will maintain the mulch level to meet national playground safety standards, and will provide periodic equipment inspections.

\*The County will be responsible for the cutting of the grass and for mulching any planting beds. The Contractor may perform general cutting of the grass and minor landscaping. If the Contractor wishes to enhance/change the plantings in the park, a landscape plan must be submitted and approved by the County.

\*The County will be responsible for all HVAC, electrical, and plumbing repairs to structures on site. The Contractor shall perform minor upkeep for HVAC (routine changing of filters), electrical and plumbing repairs as needed, and annual painting of boats during the winter season.

\*The County will conduct monthly inspections with the Contractor to review and inspect maintenance issues, progress work and general upkeep of the Park.

## **2.3 Equipment/Supplies**

All infrastructure and equipment affixed to the real property will be available for the use of the Contractor for daily operations beginning July 1, 2015. An inventory of all equipment and condition will be given to the Contractor prior to that date. The Owner and Contractor will perform an annual inventory report to include all equipment, condition and replacement cost beginning July 1, 2015 and each year thereafter throughout the contract. The Contractor will be responsible for the repair and maintenance of all motors, boats, and batteries. The Contractor is responsible for the replacement of lost or damaged equipment based up replacement cost stated in the annual inventory report.

The Contractor shall provide all office equipment/supplies needed for the park office including, but not limited to, cash register, computer, credit card machine, fax machine, etc. Telephones will be provided, and the park telephone number must remain the same. Utility costs to include telephone, water, and electricity will be paid by the County.

\*The County shall provide signage and information at the facility and on printed documents that the facility is owned by James City County and is operated by Contractor.

## **2.4 Marketing**

The Contractor shall work in conjunction with the Owner to actively market Little Creek Reservoir Park to include special events and programs being offered with efforts such as advertising in publications, internet sites, Contractor websites, and brochures (including JCC P&R Destination Recreation brochure). Owner will provide the assistance of the programming staff with special event planning and advertising.

### **III. Facility Description**

Attachment A – Map

Attachment B – Additional park data

Current fees

Hours of Operation

JCC P&R Public Facilities Rules and Regulations

Attachment C - City of Newport News documents relating to permitted uses

Little Creek Reservoir Deed-Newport News to James City County

Newport News Special Use Permit-Little Creek Reservoir

Newport News City Code Sections 29-54 through 29-60 governing use of Little Creek Reservoir

### **IV. Special Considerations**

#### **4.1 Drought Conditions**

In the event of drought conditions, Newport News Waterworks has the right to drain water from the reservoir to meet citizen water usage. If a drawdown occurs, the Owner will work with the Contractor to relocate rental gear/operations to other areas within the park for continued service. If the water levels reach a point when boat rental and boat launch operations are not feasible or safe for patrons, the Owner and Contractor will make a determination to close the facility for water access. Neither Newport News Waterworks nor the Owner will be responsible for lost revenue in the event that park operations must cease due to drought conditions.

#### **4.2 Special Events**

Contractor will allow for space for special events as directed by the Owner. The amount of space to be used by the Owner and the dates/times for special events will be provided to the Contractor no less than 2 months in advance.



The Contractor may also hold special events and have free use of on-site shelters if reserved and approved two months in advance.

#### **4.3 Site Improvements**

The Owner reserves the right to make any and all improvements to the property that it deems necessary. Any improvements by the Contractor must be submitted and approved by the Owner prior to any work being completed. Any fixed asset improvements become property of James City County.

#### **V. Definitions:**

- A. The term "Owner" used in this solicitation refers to James City County.
- B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under the contract.
- C. The term "Offeror" means a person or firm who will submit a response to the RFP.

## **VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

### **A. GENERAL INSTRUCTIONS:**

#### **1) RFP Response:**

In order to be considered for selection, submit a complete response to this RFP. Submit one (1) original and three (3) copies of each proposal to the issuing agency. No other distribution of the proposal shall be made by the offeror. Proposals received after the prescribed date and time shall not be considered and shall be returned to the offeror.

#### **2) Proposal Preparation:**

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Owner requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. It is the offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the Owner's evaluation process. The number of pages should be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or

requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

3). **Oral Presentation:**

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Owner. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Owner will schedule the time and location of these presentations. Oral presentations are an option of the Owner and may or may not be conducted.

**B. SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate your capabilities to provide the required goods/services. Submit the following items as a complete proposal:

1. **Cover Sheet:** Return the RFP cover sheet and acknowledge all addendums, if any.
2. **Experience:** A written narrative statement to include:
  - a. Experience in providing the goods/services described herein.
  - b. Names, qualifications and experience of personnel to be assigned to the project including and subcontractors.
  - c. Resumes of staff to be assigned to the project.
  - d. References--Provide a list of clients during the last five (5) years that directly relate to the Contractor's ability to perform the services needed under this RFP. Include: Contact name and phone number, organization name, contract period of performance brief description of the scope of work.
3. **Approach:** Describe the proposed approach and methodology including:
  - a. Proposed tasks and activities necessary to accomplish the project to demonstrate offeror's understanding of project needs
  - b. Equipment available to perform work and related techniques to be used
  - c. Management and financial systems to be used
  - d. Project schedule with milestones. Describe ability to complete negotiations and begin operations on July 1, 2015.

4. **Budget:**

Provide a proforma budget for the proposed lease term.

Include:

Projections for business activity and revenues and expenditures for the facility. Describe the compensation to the County or contractor for services rendered (i.e. flat rate, percentage of gross, annual guaranteed rent etc.).

Discussion of the key assumptions and related rationale (such as the number of employees and plans for maximizing revenues from all sources) used to prepare the budget.

Discussion of the financial and operational goals and objectives for the lease term.

Assessment of the risks relevant to the financial viability of the operation and an indication of the assumptions in sufficient detail to allow a thorough assessment of the individual revenue and expenditure items.

Discussion of contractor's financial stability.

## **VII. EVALUATION AND AWARD CRITERIA:**

### **A. EVALUATION CRITERIA (100 POSSIBLE POINTS):**

Proposals should contain the following information as listed below:

1. Overall approach to managing the Park and quality of proposal. (20 points)
2. Contractor's experience and knowledge of managing projects/facilities similar in size and scope. (20 points)
3. Professional experience and qualifications of personnel who will work at the Park. (20 points)
4. Quality of proposed management and financial systems. (20 points)
5. Proposed budget/cost for services, financial stability of contractor and ability to complete the lease negotiation and begin operations by July 1, 2015. (20 points)

References may be contacted as part of the evaluation process.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office.

## **VIII. FAMILIARITY WITH PROPOSED WORK**

It is the responsibility of the contractor, to satisfy himself as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The contractor shall examine carefully the proposed contract documents and all other documents and data pertaining to the project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the contract.

## **IX. PROPRIETARY INFORMATION**

Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the Owners and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the offeror shall invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.**

**X. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL**

After the date and time established for receipt of proposals by the County, any contact, in regard to the proposal initiated by any offeror with any County official, other than the Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any offeror from further review.

Questions regarding this request for proposal may be directed to Wendy Wiggs, Purchasing Specialist, at (757)253-6647, [email: wendy.wiggs@jamescitycountyva.gov](mailto:wendy.wiggs@jamescitycountyva.gov). All questions must be submitted in writing no later than May 15, 2015 at 12(noon) that are pertinent to the project will be answered in the form of an addendum mailed, faxed, or provided by E-Mail to all recorded holders of the Request for Proposals.

**XI. CONTRACTUAL AGREEMENT**

A standard County general contractor contract will be prepared for signature by the successful contractor for this project. The contract shall include this Request for Proposals, any addenda, and the Contractor's proposal.

The contractor shall inform himself fully of the conditions relating to the performance of the contract. Failure to do so shall not relieve any successful contractor of his obligations to furnish all materials, deliverables and labor necessary to carry out the provisions of the proposal and to complete the work for the consideration as set forth on a work order for each specific project. The failure or omission of any contractor to receive or examine any form, instrument or document shall in no way relieve the contractor from his obligations with respect to the proposal.

The contractor may submit a request for payment at 30-day intervals based on percent work completed. Payment requests will be considered only after receiving progress reports on the work and satisfactory evidence that the work reported has been acceptably accomplished. Payment terms are NET 30.

**XII. GENERAL TERMS AND CONDITIONS**

See Attachment D.

**XIII. SPECIAL TERMS AND CONDITIONS**

A. INSURANCE

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory  
Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability      \$1,000,000 Per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability      \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability

Contractors have the option of meeting the insurance requirements of B and C above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in B and C.

E. Self Insured Retentions, Deductibles and Aggregate Limits

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

2. The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:

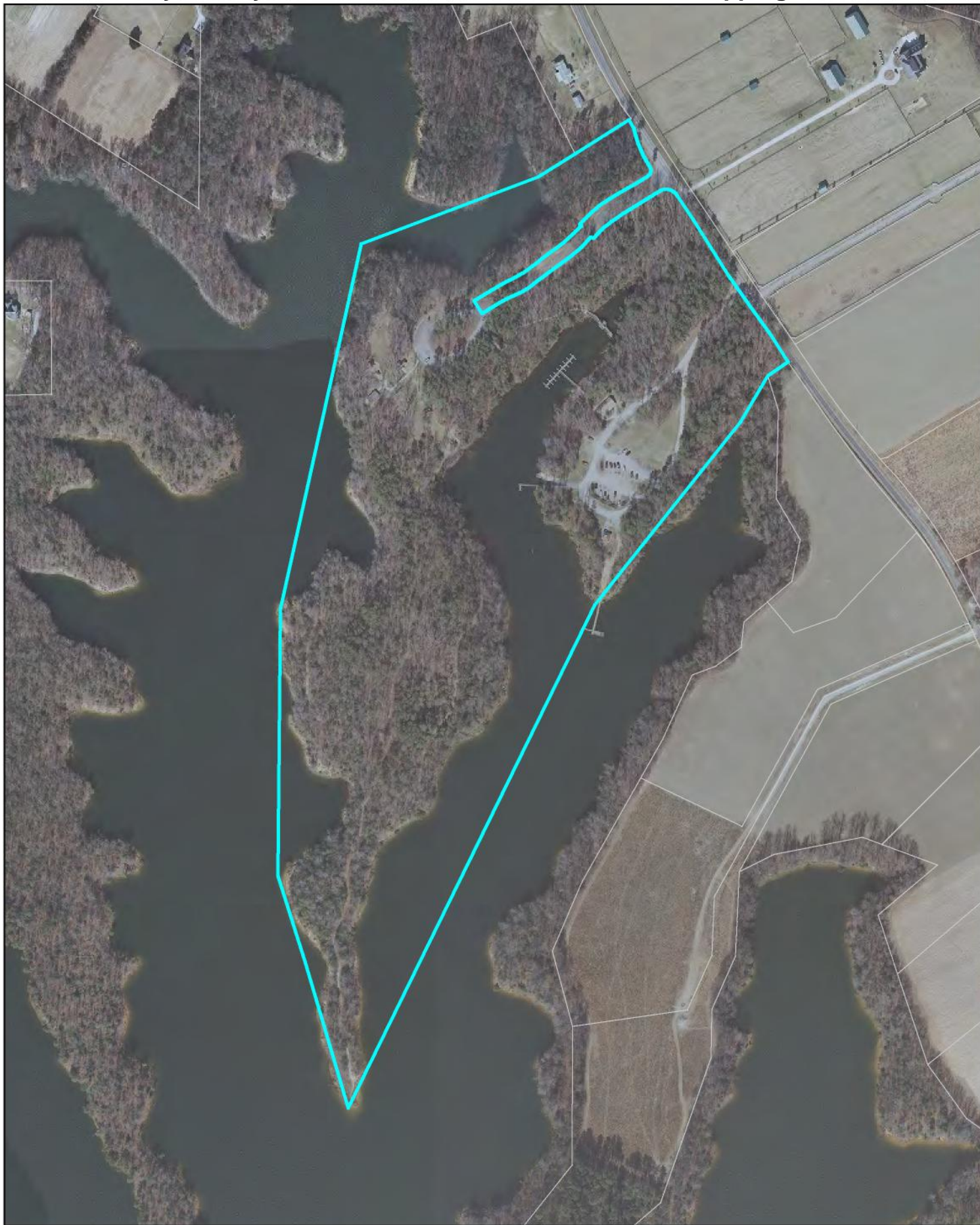
A. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a

number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.

3. James City County and James City Service Authority shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.



# James City County - Real Estate Assessment Division - Mapping/GIS Section



## RFP 15-6966 Little Creek Park Operations & Management Lease

This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and James City County is not responsible for its accuracy or how current it may be. If discrepancies are found, please contact the Real Estate Assessment Division of James City County, Mapping/GIS Section.

1 inch = 400 feet

Page 15

0.05 0.1 Miles





## Little Creek Reservoir Park

180 Lakeview Drive (Off Forge Road) Toano, VA 23168  
(757) 566-1702



This reservoir park is a fisherman's paradise and has what your family needs for a fun day. This scenic park overlooks a 996-acre reservoir offering year round fishing, boating and picnicking. It features a concession facility, playground, soft mulch nature trail and two shelters with grills, plus rental canoes, kayaks and Jon boats and a launch-your-own boat ramp. Electric trolling motors are the only motors permitted on the reservoir.



**Data Park Hours:**

March - Nov.	Monday - Friday	7:00 a.m. to sunset
	Saturday and Sunday	6:00 a.m. to sunset
Dec. – Feb.	Daily	7:00 a.m. – 5:00 p.m.

**Office Hours:**

**Office closed on the following holidays:**

- **Thanksgiving Day**
- **Day after Thanksgiving Day**
- **Christmas Eve**
- **Christmas Day**

March - Nov.	Monday - Friday	7:00 a.m. to sunset
	Saturday and Sunday	6:00 a.m. to sunset
Dec. – Feb.	Monday - Friday	Closed
.	Saturday and Sunday Only	7:00 a.m. – 5:00 p.m.

LCRP Boat/Ramp Rental Fees		
	Resident	Non-Resident
Boat Launch (annual)	\$50	\$80
Boat Launch (daily)	\$5	\$8
Boat Launch (after 2pm)	\$3	\$5
Canoe and Kayak Launch	\$2	\$3
Canoe and Kayak Launch (hour)	\$4	\$7
each additional 15 minutes	\$1	\$1
Canoe and Kayak (daily)	\$20	\$30
Jon Boat Fishing	\$8	\$12
Jon Boat Fishing (after 2pm)	\$4	\$6
Jon Boat (pleasure)	\$4	\$6
John Boat (pleasure with motor and battery)	\$10	\$15
Tolling Motor and Battery	\$12	\$15
Extra Battery	\$5	\$5
LCRP Pier Fishing		
	Resident	Non-Resident
During Operating Hours	Free	Free
LCRP Shelter Rental Fees		
(Capacity)	Resident	Non-Resident
Shelter/Office- full day (35)	\$75	\$100
Shelter/Office- half day (35)	\$50	\$75
Shelter/Playground- full day (35)	\$75	\$100
Shelter/Playground- half day (35)	\$50	\$75

## **16-17 Sale of Goods**

- (a) No person shall post, distribute, circulate, or display any notice, banner, advertisement, or printed material in any park or recreational facility without obtaining written permission from the Director.
- (b) No person shall offer for sale or rent any goods, articles, privileges, commodities, or services whatsoever or solicit for any purpose in any recreational facility without obtaining permission from the Director and for such time and at such places as the Director may determine.

## **16-18 Concessions**

The sale of foods, soft drinks, or other like goods is prohibited in any park or recreational facility, except from canteens or concessions operated by concessionaires authorized by the Director.

## **16-19 Vehicles**

No person shall use any park or recreational facility for washing, repairing or servicing, other than replacing a flat tire, of any vehicle designed for self-propulsion. Abandonment of such vehicles is prohibited. If mechanical disablement occurs, immediate steps must be taken for removal.

## **16-20 Nature Trails, Pedestrian Paths**

No persons other than those authorized by the Director shall operate a motorized vehicle upon nature trails, pedestrian paths, or bikeways specifically designated and established for such use.

## **16-21 Operation of Motorized Vehicles**

No person shall operate a non-licensed motorized vehicle in any park or recreational facility unless in an area specifically designated for such use by the Director.

## **16-22 Metal Detectors**

No person shall use any type of electronic metal-detecting device in any recreational facility.

## **16-23 Rules and Regulations**

The Director shall have the right to promulgate rules and regulations for the operation of public parks and recreation facilities and the activities therein. Such rules and regulations shall be posted at such park and recreation facility and available for review in the Office of the County Administrator.

## **16-24 Violations**

Any person violating any provision of this chapter or any rule or regulation duly adopted hereunder shall be guilty of a Class 4 Misdemeanor punishable by a fine of not more than **\$250**, unless otherwise specifically provided. In addition, such person may be ejected from the park, building, or other facility wherein the violation occurred.

## **Park Rules**

Each park has posted rules and regulations to assist patrons and staff in providing a safe, enjoyable, and clean environment for all park users.

1. Animals, except Service Animals as defined under the Americans with Disabilities Act, are not permitted on athletic fields, sport courts, playgrounds, or any other designated facilities. Owners must remove all animal waste.
2. Hitting golf balls, archery, kites, or remote controlled aircraft are permitted in designated areas only.
3. Single free-standing canopies, tents, and other types of portable shade structures up 16'x16' are permitted in designated areas of parks and must be anchored per manufacturer's recommendations with tie downs marked in a noticeable manner.
4. Smoking, including the use of E-cigarettes, is not permitted within 25 feet of athletic fields, sport courts, playgrounds, bleachers, pools, rinks, or any other designated facilities.
5. Use of fryers and towable smokers/grills are permitted in designated areas only and require an approved Park Use Permit. Charcoal is permitted in park-provided grills only and only in designated camping areas.
6. Music or noise in violation of the County's Noise Ordinance - audible at 50 feet - is prohibited.

If you have any questions regarding park rules or County codes, please call 757-259-5360 or email us at [park.rec@jamestownva.gov](mailto:park.rec@jamestownva.gov).



## **Parks and Recreation**

---

# **Public Facilities**

# **Rules and Regulations**

---

James City County Parks  
5300 Palmer Lane, Suite 1A  
Williamsburg, VA 23188  
757-259-5360  
[jamestownva.gov/recreation](http://jamestownva.gov/recreation)

Dear Visitor:

As always, our goal is to make sure your visit to our facilities is as enjoyable and pleasant as possible. As you are aware, over the last several years there's been a significant increase in the use of parks and recreation facilities.

To ensure that you remain informed of current regulations that apply to the use of parks and recreation facilities, we're periodically providing you this **Public Facilities Rules and Regulations** brochure. This brochure is intended to inform you of park and facility regulations and laws that will be enforced while you and your family use the facilities.

By becoming familiar with and following these laws, you and others will have a more enjoyable and safe experience.

I want to thank you for visiting our award-winning facilities and for your assistance in maintaining them for all to enjoy.

Sincerely,



John H. Carnifax, Jr., CPRE, Director  
James City County Parks and Recreation

#### **16-2 Alcohol**

- (a) No person shall consume or possess an open or previously opened container containing any alcoholic beverage, or be under the influence of an alcoholic beverage while in public parks or recreational facilities, except as otherwise provided for in the rules and regulations promulgated by the Director.
- (b) No person shall consume, possess or be under the influence of any controlled substance, as defined by the Code of Virginia, while in public parks or recreational facilities.

#### **16-3 Parking**

No person shall operate or park any vehicle in public parks and recreational facilities except on the roadways and parking areas provided and/or designated for this purpose. Nor shall any vehicles be parked in a manner as to impede or obstruct the normal safe flow of traffic.

#### **16-4 Gambling**

No person shall engage in games of chance in public parks or recreational facilities.

#### **16-5 Weapons**

Unauthorized persons shall not carry concealed weapons, nor shall they have on or about their person dangerous or deadly weapons, in public parks, or recreational facilities.

#### **16-6 Open Fires**

No person shall make a fire in a public park or recreation facility other than in grills, fireplaces, or other areas as designated and approved for such use by the Director. All fires shall be closely monitored and completely extinguished by persons starting and using them before leaving the immediate vicinity.

#### **16-7 Use by Children**

No parent or guardian shall permit a child under age 12, or such other age as is specifically posted by the Director, to use public parks or recreational facilities without providing for direct supervision of the child.

#### **16-8 Skateboards**

No person shall ride or use a skateboard in public parks and recreational facilities except in areas so designated for such use.

#### **16-9 Restrooms**

No person shall fail to cooperate in maintaining restrooms in a neat and sanitary condition. No person over age six shall enter the restrooms designated for the opposite sex. There shall be no loitering in the restrooms.

#### **16-10 Use of Property and Equipment**

No person shall damage, deface, destroy, remove, injure, or improperly use public park and recreational facilities, property, equipment, or the natural environment.

#### **16-11 Litter**

No person shall throw, deposit, or leave any litter, refuse or rubbish of any kind in public parks or recreational facilities except in public receptacles and in such manner that the litter, refuse, or rubbish will be prevented from being carried by the elements. Where public receptacles are not provided, all such litter, refuse or rubbish shall be carried away from the area

by the person responsible for its presence and properly disposed of elsewhere.

#### **16-12 Animals**

No person shall permit their animal to run at large. In the case of a dog, the owner or their agent shall secure the animal by a collar with a chain, cord, or leash not exceeding eight feet in length and have the animal under complete and immediate control.

#### **16-13 Instruction**

No person other than those authorized by the Director shall offer instruction in public parks or recreational facilities.

#### **16-14 Hours of Operation**

The Director shall establish hours of operation for public parks and recreational facilities; the hours may prohibit use of certain facilities at certain time. No person shall make use of public parks and recreation facilities during prohibited hours.

#### **16-15 Permits**

Permits for the use of public park and recreational facilities may be required by the Director. Where permits are required, no person shall engage in or make use of any park and recreational facility without first paying for same and adhering to the rules and regulations governing use of said facility.

#### **16-16 Lease**

When authorized by the Board of Supervisors and upon such terms and conditions as it may provide, public parks and recreation facilities may be leased. The County Administrator shall fix and collect charges for the use of parks, facilities, and services and shall fix and collect charges for admission to concerts, entertainments, and other recreational activities sponsored by it.

THIS DEED, made this 7th day of July, 1987, by and between the CITY OF NEWPORT NEWS, a Municipal Corporation in the Commonwealth of Virginia, party of the first part, and the COUNTY OF JAMES CITY, VIRGINIA, party of the second part.

W I T N E S S E S :

That the party of the first part for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the said party of the second part the following described property, to-wit:

All that certain lot, piece or parcel of land, situate, lying and being in the County of James City, Virginia, and containing 38.5 Acres, more or less, all as shown on that certain plat entitled, "Parcel 'A' 38.5 Ac. + Part of Little Creek Reservoir", dated August 1986 and prepared by J. K. Alvis, Jr., Certified Land Surveyor, which plat is attached herewith, and made a part hereof, to which reference is here made for a more particular description.

Su' act, however, to restrict' is and ease-  
menLs appearing of record.

Together with all and singular the buildings  
and improvements thereon, the rights and  
privileges, tenements, hereditaments, easements  
and appurtenances unto the said land belonging  
or in anywise appertaining.

Subject, further, to the following restrictions  
which shall run with the land:

the property is to be used for a park for  
recreational activities and for this purpose  
only;

conditions a-g of James City County Special  
Use Permit No. SUP 39-85 shall be imposed;

James City County shall abide by and agree to  
enforce all provisions of Section 29-54 through  
Section 29-60 of the Newport News City Code  
which refer to the use of Little Creek  
Reservoir;

no underground fuel storage facilities shall  
be placed on the property;

City. of Newport News is to be allowed access to  
the park site for inspection purposes after  
reasonable notice is given the County  
Administrator;

no water is to be withdrawn from Little Creek  
Reservoir without prior permission of the  
Director of Public Utilities of the City of  
Newport News;

erosion and sedimentation should be minimized  
to the greatest extent possible during  
construction and any erosion or sedimentation  
problems taking place once the park is  
operational must be corrected immediately;

no portion of any septic system installed on  
the property can be within 200 linear feet of  
the edge of the reservoir measured from the  
normal pool elevation of 60 feet;

access to park shall be restricted by James  
City County after daylight;

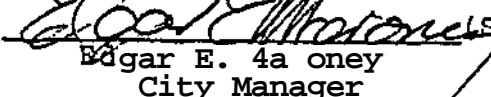
James City County shall have free access and  
unrestricted use of City-owned marginal• lands  
for access to the reservoir subject to federal,  
state and county laws and regulations.

TO HAVE AND TO HOLD the said land unto the party of  
the second part, its successors and assigns forever, in  
fee simple.

WITNESS t

erry ATTORNETS  
OFFICE  
CITY HALL  
Newport News, V  
23607

CITY OF NEWPORT NEWS

By:  (SEAL)  
Edgar E. 4a oney  
City Manager

BBY:

Bernice I. Berry  
Bernice I. Berry  
City Clerk

COMMONWEALTH OF VIRGINIA

City of Newport News, to-wit:  
City of Newport News, to-wit:

I, Monica K. Barr, a Notary Public in and for the City and State aforesaid, whose commission expires on the 414 the City and State aforesaid, whose commission expires on the

ca...day of \_\_\_\_\_, 19, 1/, do hereby certify that Edgar E. Maroney and Bernice I. Berry, City Manager and City Clerk of the City of Newport News respectively, whose names are signed to the foregoing writing, hereto annexed, have acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 27<sup>th</sup> day of July,

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 1987.

Monica K. Barr  
Notary Public

Notary Public

ATTORNEY'S  
OFFICE  
CITY HALL  
Newport News, VA  
ATTORNEY  
JOE  
711 HALL  
Newport News, VA  
13607



R E S O L U T I O N

Of Approval on Special Use Permit  
No. SUP-39-85. Little Creek Reservoir

WHEREAS, the Board of Supervisors of James City County has adopted by ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, on March 25, 1986 the Planning Commission of James City County recommended approval of Case No. SUP-39-85.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of James City County does hereby approve the issuance of Special Use Permit No. SUP-39-85 as described herein with the following conditions.

1. The City of Newport News shall reserve for Parks and Recreation use by James City County the area known as Recreation Area "B" and 9.0 acres (approximately) immediately north of and adjoining Recreation Area "B". In addition, the City of Newport News will provide \$200,000 to be used at the County's discretion for park construction at the areas so reserved. The land shall *become the* County's for Parks and Recreation use in perpetuity. The City of Newport News shall, within 120 days of approval of this special *use* permit, subdivide the land described above and convey it to the County. Should the County discontinue use of the land as a park, then the County will return the land to the City at no cost to the City.

The City of Newport News shall provide, at no cost, labor and equipment to the County for clearing, grading, and hauling, as required for site development.

The City of Newport News may impose the following conditions on the use of Little Creek Reservoir for recreational purposes:

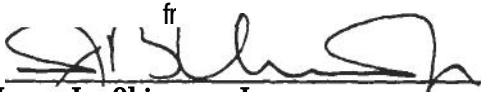
- a. Prohibit swimming or wading;
- b. Fishing shall be permitted either from the shoreline, in areas designated by the City, or from boats. Fishing from the dam shall *be* prohibited, and fishing within 500 feet of the pumping station may be prohibited;
- c. Use of the reservoir for recreation shall be open to the general public during daylight hours;
- d. Except for official use, no internal combustion engines may be operated on the reservoir;
- e. James City County is responsible for patrolling and policing the recreational use of the reservoir;
- f. James City County agrees to cooperate with the City of Newport News in the design and construction of all recreational improvements so that adverse impacts on the water supply may be minimized;
- g. Additional restrictions may be imposed by the Director of Public Utilities (Newport News) after official notice to the County, if the quality of water in the reservoir is threatened.

1

- 2. The City of Newport News shall obtain from James City County all necessary approvals and permits for present and future construction and development.
- 3 The City of Newport News shall provide James City County with a copy of all dam inspection reports and all emergency action plans received or conducted by the City of Newport News within five days after receipt or completion of such reports or plans.
- 4. The City of Newport News shall provide James City County a copy of all water quality monitoring data for the reservoir, its upstream tributaries and downstream watercourses, within five days after receipt of such data.
- 5. The City of Newport News shall assume responsibility for providing mosquito control in the area owned and operated by Newport News Waterworks, consistent with standards of State and Federal regulatory agencies and James City County's mosquito control program, as mutually agreed upon by James City County and the City of Newport News.
- 6. The City of Newport News shall maintain Little Creek Reservoir at Elevation +60 except in seasons of drought, when required by malfunction in other parts of the waterworks system, for routine operational requirements such as balancing of the entire system and for other emergency needs. In the event it becomes necessary to draw upon the reservoir for more than 10 days continuous pumping, the City of Newport News shall notify the County. When the water level reaches Elevation +55, and each subsequent five foot increment (it is estimated that it will take about 30 days of pumping at maximum rates to lower the water level to Elevation +55) the County shall also be notified. When the water surface is drawn down to Elevation +40, signs shall be posted on the boundaries of the reservoir property warning of hazardous conditions. When the water surface is drawn down to Elevation +35, shoreline fishing shall be discontinued.

  
William F. Brown, Chairman  
Board of Supervisors

1 ATTEST:

  
Jam :J. Oliver, Jr.  
1 Cler to the Board

Adopted by the Board of Supervisors, James City County, Virginia, this ( 5th day of May, 1986.

VG//pdc  
BOS01

SUPERVISOR VOTE	
BROWN	AYE
DEPUE	AYE
EDWARDS	AYE
MAHONE	NAY
TAYLOR	AYE

13-15-1  
85.10

93 5

ft.)

[illegible]

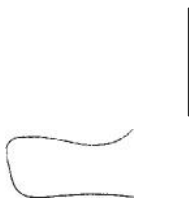
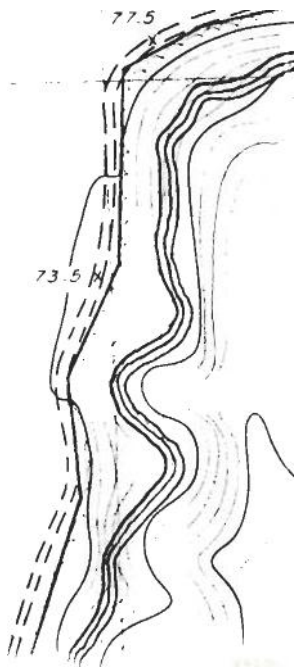
TT-370  
0 86.94

82.5

820

RFP 15-6966 Little Creek Park Operations & Management Lease

Page 24



76.2  
//  
75.7  
81.5

**Sec. 29-54. - Application of article; definition.**

The provisions of this article shall govern the use of the Diascund Creek Reservoir and the Little Creek Reservoir and the surrounding city-owned property. Whenever the word "reservoir" is used in this article, it shall mean and include both such reservoirs.

*(Ord. No. 246; Ord. No. 259; Ord. No. 1570, § 1; Code 1961, §§ 26-48, 41-25)*

**Sec. 29-55. - Purpose of development.**

In addition to providing an additional source of water supply, in developing the Diascund Creek Reservoir and the Little Creek Reservoir, the city intends to enhance the natural beauty of the areas and to provide recreational areas for public use.

*(Ord. No. 246; Ord. No. 259; Ord. No. 1570; Code 1961, §§ 26-47, 41-24)*

**Sec. 29-56. - Applicability of state law.**

The provisions of title 62.1 of the Code of Virginia, "Waters of the State, Ports and Harbors," shall apply to the reservoir, where applicable.

*(Ord. No. 1570, § 6; Code 1961, § 41-31)*

**Sec. 29-57. - Right of access by owners of abutting land.**

Owners of land abutting reservoir property shall have free and unrestricted use of city-owned marginal lands for access to the reservoir, subject to federal, state and county laws and regulations.

*(Ord. No. 246; Ord. No. 259, § 1; Ord. No. 1570, § 1; Code 1961, §§ 26-49, 41-26)*

**Sec. 29-58. - Hunting and fishing on surrounding property.**

Hunting and fishing by the public on city-owned property surrounding the reservoir shall be subject to existing federal, state and county laws and regulations and is prohibited on the dam and roadways.

*(Ord. No. 246; Ord. No. 259, § 2; Ord. No. 1570, § 2; Code 1961, §§ 26-51, 41-27)*

**Sec. 29-59. - Construction of duck blinds, wharves, etc.**

The construction of duck blinds, wharves, docks, piers and other structures in the reservoir or on the surrounding city-owned property is prohibited.

*(Ord. No. 246; Ord. No. 259, § 3; Ord. No. 1570, § 3; Code 1961, §§ 26-50, 41-28)*

**Sec. 29-60. - Limitations on fishing and boating.**

The use of the reservoir for fishing and boating is restricted only by the following limitations:

(1)

No washing or bathing.

(2)

No gasoline or internal-combustion engines on boats.

(3)

No dumping of trash overboard.

(4)

No violation of federal, state and county laws and regulations.

(Ord. No. 246; Ord. No. 259, § 4; Ord. No. 1570, § 4; Code 1961, §§ 26-52, 41-29)



## JAMES CITY COUNTY

### GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO BIDDERS

These CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the ("Request"), to which they are attached. Use of the term "bid" in these General Terms & Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. The Purchasing Office is responsible for the purchasing activity of James City County, a political subdivision of the Commonwealth of Virginia, and the James City Service Authority, herein referred to collectively as "James City County" or "County". Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation including the County Purchasing Policy and the County Purchasing Manual, bids/proposals on all solicitations issued by the Purchasing Office will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**Cooperative Purchasing**--James City County issues this solicitation in accordance with Section 2.2-4304 of the Virginia Public Procurement Act and Chapter 1, Section 5 of the James City County Purchasing Policy, and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions.

Bidders/Offerors are advised that all resultant contracts will be extended, with the authorization of the bidder/offeror, to other public bodies, governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. James City County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the public bodies, jurisdictions and political subdivisions of the availability of the contract.

Each participating public body, jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

James City County shall not be held liable for any costs or damages incurred by another public body or jurisdiction as a result of any award extended to that public body, jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible offeror during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members.

City of Chesapeake  
City of Hampton  
City of Newport News  
City of Norfolk  
City of Portsmouth  
City of Virginia Beach  
City of Williamsburg  
County of Gloucester  
County of James City  
County of King William  
Thomas Nelson Community College  
Newport News Redevelopment & Housing  
DDS Tidewater Regional Office  
Revised 7/22/10

Newport News Public Schools  
Williamsburg/James City County Public Schools  
York County Public Schools  
Christopher Newport University  
College of William & Mary  
Norfolk State University  
Tidewater Community College  
Jamestown/Yorktown Foundation  
Southeastern Public Service Authority  
County of York  
Portsmouth Redevelopment & Housing  
CAS Norfolk Regional Office

1. **AUTHORITY AND COOPERATIVE PURCHASING**-The County Purchasing Director has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by James City County. In the discharge of these responsibilities, the County Purchasing Director may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Director, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of James City for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permit competition. It shall be the Bidder's/Offeree's responsibility to advise the Purchasing Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### **CONDITIONS OF BIDDING**

3. **CLARIFICATION OF TERMS** - If any Bidder/Offeree has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeree should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official James City County form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the bid/proposal if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected. James City County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified. The County shall not be responsible for any errors or omissions of the bidder/proposer. The solicitation shall be signed by a representative authorized to legally bind the firm. By signing the solicitation, the bidder/offeree agrees to the terms and conditions of the solicitation and certifies that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the County.

### **5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/ PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/ modification.

James City County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeree to ensure their bid/proposal reaches the Purchasing Office by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time stamped by the automatic time stamp machine in the Purchasing Office. Date/time stamps marked after the designated time of receipt will be rejected.

- b. Late bids/proposals/modifications will be returned to the Bidder/Offeree UNOPENED, if solicitation number, acceptance date and Bidder/Offeree's return address is shown on the container.
- c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- d. Vendors may modify their bids prior to the date and time specified for the bid opening. Facsimile modification of bids shall not be accepted unless the solicitation allowed such submission.

### **6. WITHDRAWAL OF BIDS/PROPOSALS:**

A bidder/offeree for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/offeree received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the County Purchasing Director, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. Bids/proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder/offeree as a result of the breach or nonperformance of such contract or purchase order.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeree or of another bidder/offeree in which the ownership of the withdrawing bidder/offeree is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeree who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeree. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeree of his responsibilities to provide the good or service. Bidders/Offerees are cautioned to recheck their bids/proposals for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1  
IFB/RFP NUMBER  
TITLE  
BID/PROPOSAL DUE DATE AND TIME**



**VENDOR NAME AND COMPLETE MAILING ADDRESS  
(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Officer takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Officer. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **PRICING:**
- a. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the County or Bidder.
  - b. Prices should be stated in units of quantity as specified in the bid form.
  - c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible bid. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
  - d. Bid prices shall be for complete installation ready for the County's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
  - e. When an annual contract is not requested by the County, and the bid is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.
11. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected.
12. **OPENING:** At the time fixed for the opening of responses to a bid, all bids will be opened and the names of the bidders and the amount bid shall be read aloud and made readily available to the public.
- If a public opening of a Request for Proposals is held, only the names of the offerors will be read publicly.
13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidder's List.
14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work,

materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

15. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Officer.
16. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Officers certify that they are not currently debarred by James City County, the Commonwealth of Virginia, the Federal Government, any local government or government agency/entity/authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by James City County. By submitting their bids/proposals, all Bidders/Officers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Officer, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- The Bidder/Officer certifies that to the best of his knowledge, no employee of the County, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder/Officer, and that no person associated with the Bidder/Officer has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.
18. **PERFORMANCE BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at a time of or prior to execution of the contract.
19. **NO CONTACT POLICY:** No Bidder/Officer shall initiate or otherwise have contact related to the solicitation with any County employee, other than the Purchasing Office, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Officer with any County representative, other than the Purchasing Office, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Officer from this procurement process.
20. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by James City County or the Commonwealth of Virginia.

**SPECIFICATIONS**

21. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable James City County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in

competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data to enable James City County to determine if the product offered meets the requirements of the solicitation may result the bid being declared non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

22. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
23. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **EQUIPMENT STANDARDS.** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in bid. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
25. **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by James City County as to the total amount that may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.

#### **AWARD**

26. **AWARD OR REJECTION OF BIDS:** The Purchasing Director shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Director reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of James City County. The Purchasing Director reserves the right to negotiate with the lowest responsive, responsible bidder should bids exceed available funds. The Purchasing Director shall reject the bid if the bidder is deemed to be a non-responsive or non-responsive bidder.
27. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** James City County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to James City County all such information and data for this purpose as may be requested. James City County reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the

Bidder's/Offeree's capabilities. James City County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy James City County that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

28. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Code of Virginia § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.
29. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors, in addition to price (as they apply), shall be a consideration in the award decision:
- The quality of performance/workmanship of previous contracts, services or products, or references which attest to other specific experiences;
  - The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;
  - The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services;
  - The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract;
  - The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts;
  - The resale value, life cycle costing, and value analysis of a product;
  - The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
  - Delivery of a product and timely completion of a project as stated by vendor in bid;
  - Substantial compliance or noncompliance with specifications set forth in bid as determined by the County;
  - Product or parts inventory capability as it relates to a particular bid; and
  - Results of product testing.

#### **CONTRACT PROVISIONS**

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this contract, vendor certifies that it does not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the federal Immigration Reform and Control Act of 1986, as amended.
32. **OBLIGATIONS OF COUNTY AND CONTRACTOR:** County: The County shall furnish to the contractor all available

information as listed in the solicitation that may be useful for the contract work. The County shall assist the contractor in obtaining access to enter upon public and private property as required to perform the contract work. The County shall designate a representative who shall serve as the principal contact and give direction to the contractor throughout the duration of the contract. Contractor: The contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors, required to perform and complete the Scope of Work.

33. **CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications, estimates and summaries given to or prepared or assembled by the contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the contractor without prior written approval of the County. All of these items shall become the property of the County upon payment of fees as required by the contract.
34. **REPORTS OF WORK:** The County and the contractor shall schedule progress meetings at appropriate intervals throughout the duration of the contract. These meetings shall provide for the exchange of information related to the status of the Scope of Work, anticipated progress and any problems that have occurred.
35. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to James City County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and James City County, relating to the particular goods or services purchased or acquired by James City County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Director and/or investigation for Anti-Trust violations.
36. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter. For construction projects, the County may retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the contract by the contractor. The County will release all retainage upon final payment.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
37. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from James City County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- b. To notify James City County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from James City County, except for amounts withheld as stated in b above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These

provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of James City County.

38. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Director.
39. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, James City County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which James City County may have.
40. **AVAILABILITY OF FUNDS:** It is understood and agreed between the contractor and the County herein that the County shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of the contract.
41. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to James City County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Code of Virginia § 2.2-4311, as amended. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1.E).

In every contract over \$10,000 the provisions in a and b below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
42. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitations or award of this contract because of race, religion, color, sex,

national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, James City County shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.

43. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

44. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

45. **CHANGES TO THE CONTRACT:** There shall be no extra work allowed on the contract without prior written authorization in the form of a change order signed by the Purchasing Director or the County Administrator. No officer, agent or employee of the County is authorized to give verbal instructions to increase the Scope of Work and the contractor shall not use verbal instructions as the basis for additional costs. Changes can be made to the contract in any of the following ways by the issuance of a Change Order:

a. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. James City County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods.

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or determine the correct number of units independently; or
- 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Office within thirty (30) days from the date of receipt of the written order from the Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of the contract.

Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater, without the advanced written approval of the Board of Supervisors.

46. **AUTHORIZATION TO TRANSACT BUSINESS, STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE) AND COUNTY BUSINESS LICENSE:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders must show evidence of the proper license under the provision of this chapter before such bid is considered.

All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Business License Inspector, telephone (757) 253-6698.

47. **PROPRIETARY INFORMATION:** Section 2.2-4342F of the Code of Virginia states: "Trade secrets of proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary." Declaring an entire bid or proposal response as proprietary is unacceptable.

48. **INDEMNIFICATION:** The Contractor hereby binds himself and his successors to indemnify, defend, and save harmless James City County, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or his agents in the performance of the contract; and that the whole or so much of the moneys due to the contractor under and by virtue of this Contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said Contractor further agrees to indemnify and save harmless James City County against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.

49. **NOTICE OF REQUIRED DISABILITY LEGISLATION:** The County government is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginia with Disabilities Act of 1990. Specifically, the County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

50. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

51. **Non-Responsive Performance:**  
**Delivery Delays:** James City County reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract. **Unacceptable Deliveries (Rejections):** Upon notification by James City County that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by James City County, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by James City County. Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of James City County within ten (10) days of notification. Rejected goods and/or service deliverables not removed from James City County premises within ten (10) days will be regarded as abandoned, shall become the property of James City County, and James City County shall have the right to dispose of such items. **James City County Purchase From Alternate Sources:** James City County reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections. The Successful Bidder shall reimburse James City County promptly for excess costs incurred by James City County for such purchases. Any such purchases will be deducted from the contract amount. In the event James City County cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.  
**Liability:** Successful Bidder shall be liable to James City County for all costs incurred by James City County as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be

limited to: Damages and other delay costs, to include costs to procure goods/services from alternate suppliers. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by James City County due to non-responsive performance of Successful Bidder.

52. **BREACH OF CONTRACT:** Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within five (5) calendar days from the date of the Owner written notice or such other time frame, greater than five (5) calendar days, specified by the JCC Contract Administrator in the notice. Successful Bidder fails to submit a written response to the Owner notification of noncompliance within five (5) calendar days after the date of the Owner notice. All notices under this contract shall be submitted, either by fax, email or certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its sub-contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Owner in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

53. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party. Upon receipt of a notice of termination, the contractor shall cease all work underway on behalf of the County unless advised by the County to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the County and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the County, without the required thirty (30) days advance notice, then the County shall be responsible for payment of services up to the termination date.

b. **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the County may hold the contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

54. **CONTRACTOR RESPONSIBILITY FOR COUNTY PROPERTY:** The Contractor shall be responsible for damages to County property caused by work performed by itself or its subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor

shall be replaced or remedied by the Contractor, to the satisfaction of the County, at the Contractor's expense.

55. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save James City County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
56. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately," and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.
57. **INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of James City County or James City Service Authority; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.
58. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Director. In the event that the contractor desires to subcontract some part of the work, the contractor shall furnish the Purchasing Director the names, qualifications and experience of the proposed subcontractors. The contractor shall remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.
59. **HOLIDAYS:** The Contractor shall receive approval of the County, in advance, of any work to be performed on Holidays. James City Service Authority/James City County observes the following Holidays:

New Year's Day	1 <sup>st</sup> day of January
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> day in July
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	11 <sup>th</sup> day in November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	24 <sup>th</sup> day in December
Christmas Day	25 <sup>th</sup> day of December

#### DELIVERY PROVISION

60. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein.

Deliveries must be made within the hours of **8:00 a.m. – 3:00 p.m.** Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

61. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, and a physical inspection is made and material is requested or rejected, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
62. **TESTING AND INSPECTIONS:** James City County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
63. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Office when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
64. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
65. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the County.
66. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number/Contract Number
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

67. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the County and if not used in testing or destroyed, will, upon request, be returned at the bidder's expense.

#### **BIDDER/CONTRACTOR REMEDIES**

68. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/ Offeror who desires to protest the award or decision to award a contract, by James City County shall submit such protest in writing to the County no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Director shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

69. **DISPUTES:**

Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the County's Purchasing Director no later than sixty (60) days after final payment. The Purchasing Director shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the Purchasing Director's final written decision, unless the Purchasing Director fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment. (Code of Virginia, § 2.2-4363).

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, the Purchasing Director may extend the time limit for performance required by this Contract. Any such extension must be issued in writing and signed by the Purchasing Director.